IN THE HIGH COURT OF JUDICATURE
AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 2656 OF 2007
IN
SUIT NO. 552 OF 2007

Oriental Bank of Commerce ...Plaintiff
Vs.
Shaikh Sameer Mohd. Nazir & Ors. ...Defendants

Mr. Niteen K. Kamat for Plaintiff
None for Defendants

CORAM: SMT. ROSHAN DALVI, J.
DATED: 19TH OCTOBER, 2007

P.C.

1. The suit is filed by the Bank for recovery of the amount of Rs.9,59,623/- with interest thereon as mentioned in prayer clauses (a) and (b) to the Suit. This Notice of Motion is taken out for appointment of Court Receiver in respect of the suit premises mortgaged to the Bank, for attachment before judgment of the said premises and for injunction restraining Defendants from transferring, alienating, disposing off or creating third party interest therein. The Plaintiffs pray for appointment of Court Receiver and injunction claimed in the latter part of prayer clause (a) of the Notice of Motion. The

Notice of Motion has been served upon Defendants 1 and 2 by personal service. The affidavit of service of Notice of Motion shows service accepted by the Defendant No.1 husband of Defendant No.2, which is identified by the Plaintiffs' Advocate. The affidavit of service is taken on record.

2. The Notice of Motion also shows the service upon Defendant No.5 accepted by his wife which is identified by the Plaintiffs' Advocate.

3. Defendants 3 and 4 have refused to accept notice, upon which the Notice of Motion has been served by pasting on the front door of their premises. The Plaintiffs have produced the photographs of front door of the flat of Defendants 3 and 4 being flat No.1505 of “Tannas” as reflected in the photographs. The service is complete.

4. The Notice of Motion is made absolute in terms of prayer clause (a) and (b) except bracketed portion.

No order as to costs.

(SMT. ROSHAN DALVI, J.)